BRUHAT BENGALURU MAHANAGARA PALIKE

TENDER DOCUMENT – KW4

(WORKS COSTING MORE THAN Rs. 100 LAKHS)

Name of Work: - Improvements to roads, drains and other developmental works in Ward No- 01 & 02. under SWM head in Chief Minister Nava Nagarothan grants of yelahanka division. (Package -7)

Estimate Cost: 1050.00 Lakhs

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SECTION 1: INVITATION FOR TENDERS (IFT)

BRUHAT BENGALURU MAHANAGARA PALIKE

No: EE/YNK.D /E-PMT/ 12 /2019-20

Office of the Executive Engineer
Yelahanka division, Bangalore – 560064.
Dated : **08-11-2019.**

INVITATION FOR TENDER (IFT)
(Short term- Tender Notification)
(Two Cover System)
(Through GOK e–Procurement Portal only)

1. The Government of Karnataka, vide **G.O.No.UDD 375 MNY 2018 (ANNEXURE-2,5 & 6) dated 20-09-2019,** has accorded in Principle approval and sanctioned budget under Hon'ble Chief Minister's **"NAVA NAGAROTHAN GRANTS"** for taking up of the works listed below.

2. The Executive Engineer Yelahanka Division invites tenders on behalf of the commissioner, BBMP, Bengaluru from eligible Tenderers for the construction of works detailed in the table below. The tenderers may submit tenders for works given in the table through e-procurement portal of the Government of Karnataka (viz https://eproc.karnataka.gov.in).The Tenderers are advised to note the minimum qualification criteria specified in Clause 3 of the Instructions to Tenderers to qualify for award of the contract as per standard tender document KW-4.

3. Tenders must be accompanied by Earnest Money Deposit specified for the work in the table below. Earnest money deposit will have to be in any one of the forms as specified in the Tender document (Minimum of Rs1,00,000/- through e-payment under of the following i.e., online / RTGS / NEFT / OTC and the balance by bank guarantee issued by Nationalized / Scheduled Bank and shall have to be valid for 180 days beyond the validity of the tender)

4. Tenders must be submitted online through e-procurement portal on or before 16.00 hours on **28-11-2019** and the opening of tenders will be as per the e-procurement portal guidelines.

5. GST Shall be Paid to the tendered amount separately
6. Other details can be seen in the tender documents.

Sl. No.	Name of the Work	Amount put to tender (Rs. in lakhs)	EMD (Rs. in Lakhs)	Cost of Tender form in Rs. (Non-Refundable)	Period of Completion
1	Improvements to roads, drains and other developmental works in ward no-02 & 03 under road development head in Chief Minister Nava Nagarothan grants of yelahanka division. (Package -01)	832.01	12.50	As per e-Procurement Portal	06 Months (including monsoon)
2	Improvments to roads, drains and other developmental works in Attur ward no-03 under road development head in Chief Minister Nava Nagarothan grants of yelahanka division. (Package -02)	1176.42	15.00	As per e-Procurement Portal	06 Months (including monsoon)
3	Improvements to roads, drains and other developmental works in ward no-03 under road development head in Chief Minister Nava Nagarothan grants	840.25	12.62	As per e-Procurement Portal	06 Months (including monsoon)

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	ka division. (Package -03)				
4	Improvements to roads, drains and other developmental works in ward no-03 & 04 under road development head in Chief Minister Nava Nagarothan grants of yelahanka division. (Package -04)	1188.18	15.00	As per e-Procurement Portal	06 Months (including monsoon)
5	Improvements to roads, drains and other developmental works in Maruthinagara ward no- 01 under SWM head in Chief Minister Nava Nagarothan grants of yelahanka division. (Package -05)	832.00	12.50	As per e-Procurement Portal	06 Months (including monsoon)
6	Improvements to roads, drains and other developmental works in kempegowda ward no- 01 under SWM head in Chief Minister Nava Nagarothan grants of yelahanka division. (Package -06)	840.25	12.60	As per e-Procurement Portal	06 Months (including monsoon)
7	Improvements to roads, drains and other developmental works in Ward No- 01 & 02, under SWM head in Chief Minister Nava Nagarothan grants of yelahanka division. (Package -07)	882.20	13.25	As per e-Procurement Portal	06 Months (including monsoon)
8	Improvements to roads, drains and other developmental works in Ananthapura Attur Ward No- 03 under SWM head in Chief Minister Nava Nagarothan grants of yelahanka division. (Package -08)	840.25	12.60	As per e-Procurement Portal	06 Months (including monsoon)
9	Improvements to roads, drains and other developmental works in Vaderahalli grama panchayathi limits under SWM head in Chief Minister Nava Nagarothan grants of yelahanka division. (Package -09)	852.80	12.79	As per e-Procurement Portal	06 Months (including monsoon)
10	Improvements to roads, drains and other developmental works in Singanayakanahalli grama panchayathi limits under SWM head in Chief Minister Nava Nagarothan grants of yelahanka division. (Package -10)	840.25	12.60	As per e-Procurement Portal	06 Months (including monsoon)
11	Construction of Buildings and other civil works and playgrounds in ward no -01, 03 & 04 under Buildings / Playgrounds / Hospitals head in Chief Minister Nava Nagarothan grants of yelahanka division. (Package -11)	609.10	9.15	As per e-Procurement Portal	12 Months (including monsoon)

NOTE:

1. Pre bid meeting will be held on **18-11-2019** at 15.00 hours in the office of the Chief Engineer (Yelahanka zone) to clarify the issue and to answer questions on any matter that may be raised at that stage as stated in "Instructions to Bidders" of the bidding document.
2. Technical Bids will be opened on the website https://eproc.karnataka.gov.in in the office of the Executive Engineer -Yelahanka Division on **30-11-2019** at **16.00** hours.
3. Aspiring Bidders/Contractors who have not registered in e-procurement should register before participating through the website https://eproc.karnataka.gov.in
4. Before submission of online bids, bidders must ensure that scanned copies of all the necessary documents have been attached with bid.

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A. General

1. Scope of Tender

1.1 **The Executive Engineer, Yelahanka Division, BBMP** (Referred to as Employer in these documents) invites tenders following Two Cover tender procedure, from eligible Tenderers, for the construction of works (as defined in these documents and referred to as "the works") detailed in the Table given in the Invitation for Tenders (IFT). The Tenderers may submit tenders for any or all of the works detailed in the table given in IFT.

2. Eligible Tenderer's:

2.1 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Karnataka / BBMP

2.2 **Tenders from Joint ventures are not acceptable.**

3. Qualification of the Tenderer:

3.1 All Tenderers shall provide the requested information accurately and in sufficient detail in Section 3: Qualification information.

3.2 To qualify for award of this contract, each Tenderer in its name should have in the last five years (i.e. 2015-16 to 2019-20)

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meet the above specified minimum qualifying criteria, will only be qualified, if their available tender capacity is more than the total tender value. The available tender capacity will be calculated as under:

Where **Assessed available tender capacity = (A*N*1.5 - B)**

A = Maximum value of civil engineering works executed in any one year during the last five years *(updated to* **2019-2020** *price level)* taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of the works for which tenders are invited.

B = Value, at **2019-2020** price level, of existing commitments and on-going works to be completed during the next **09 months**

Note:

The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Employer in charge, not below the rank of an Executive Engineer or equivalent.

3.7 Even though the Tenderers meet the above criteria, they are subject to be disqualified if they have:

- made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc ; and/or
- participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification

4. One Tender per Tenderer:

4.1 Each tenderer shall submit only one tender for one package. A tenderer who submits or participates in more than one Tender (other than as a sub-contractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Tenderer's participation to be disqualified.

5. Cost of Tendering:

5.1 The tenderer shall bear all costs associated with the preparation and submission of his tender, and the Employer will in no case be responsible and liable for those costs.

6. Site visit:

6.1 The Tenderer at his own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Tender and entering into a contract for construction of the Works. The cost of visiting the Site shall be at the Tenderer's own expense.

B. Tender documents

Content of Tender documents

7. The set of tender documents shall have all the Sections given in Page 2.

7.1 Both the sets should be completed and returned with the tender.

7.2

Clarification of Tender Documents

8. A prospective tenderer requiring any clarification of the tender documents may notify the Employer in writing or by cable (hereinafter "cable" includes telex and facsimile) at the Employer's address indicated in the invitation to tender. The Employer will respond to any request for clarification which he receives earlier than 15 days prior to the deadline for submission of tenders. Copies of the Employer's response will be forwarded to all purchasers of the tender documents, including a description of the enquiry but without identifying its source.

8.1

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18.1 **and Withdrawal of Tenders**

18.2 Tenderers may modify contents of First or Second Covers separately for each Cover or withdraw their Tenders by giving notice in writing before the deadline prescribed in Clause 16. Each Tenderer's modification separately for each Cover or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 14 & 15, with the outer and inner envelopes additionally marked **"MODIFICATION. FOR FIRST/SECOND COVER"** or **"WITHDRAWAL"**, as appropriate.

18.3

18.4 No Tender may be modified after the deadline for submission of Tenders. Withdrawal or modification of a Tender between the deadline for submission of Tenders and the expiration of the original period of Tender validity specified in Clause 12.1 above or as extended pursuant to Clause 12.2 may result in the forfeiture of the earnest money deposit pursuant to Clause 13.

18.5 Tenderers may only offer discounts to, or otherwise modify the prices of their Tenders by submitting Tender modifications in accordance with this clause, or included in the original Tender submission.

E. Tender opening and evaluation

19. **Opening of First Cover of all Tenders and evaluation to determine qualified Tenderers:**

19.1 The Employer will open the First Covers of all the Tenders received (except those received late or withdrawn), including modifications for First Cover made pursuant to Clause 18, in the presence of the Tenderers or their representatives who choose to attend on **30-11-2019at 16.00 hours** on the date and the place specified in Clause 16. In the event of the specified date of Tender opening being declared a holiday for the Employer, the Tenders will be opened at the appointed time and location on the next working day.

19.2 Envelopes marked **"WITHDRAWAL"** shall be opened and read out first. The First Cover of Tenders for which an acceptable notice of withdrawal has been submitted pursuant to Clause 18 shall not be opened.

19.3 The Tenderers names, the presence or absence of earnest money deposit (amount, format and validity), the submission of qualification information and such other information as the Employer may consider appropriate will be announced by the Employer at the opening. Late and withdrawn Tenders will be returned unopened to tenders.

19.4 The Employer shall prepare minutes of the Tender opening, including the information disclosed to those present in accordance with Sub-Clause 19.3.

19.5 The Second Cover of all the Tenderers including modifications for Second Cover shall be placed in a large cover and securely sealed in the presence of the tenderers or their representatives, who are present and also get the same signed by all those tenderers or their representatives. The large cover shall be kept in safe custody by the Employer.[4]

19.6 The Employer will evaluate and determine whether each tender (a) meets the eligibility criteria defined in ITT Clause 2; (b) is accompanied by the required earnest money deposit as per stipulations in ITT Clause and (c) meets the minimum qualification criteria stipulated in ITT Clause 3. The Employer will draw out a list of qualified Tenderers.[5]

20.1 The Employer will inform all the Qualified Tenderers the time, date and venue fixed for the opening of the Second Cover containing the priced Tenders. The Employer will open the Second Covers of Qualified Tenderers at the appointed time and date in the presence of the Tenders or their representatives who choose to attend. In the event of the specified date of Second Cover opening

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[4] **Refer GOK circular No. PWD 1359 SO/FC 2001 (P-2) dated 30th June 2003.**

[5] The evaluation of the technical aspects contained in the first cover should be completed within a reasonable period and the time gap between the opening of the first and second cover should be the minimum and in any case not more than 45 days {In exceptional cases, approval of the Secretary to the Government of the concerned Department/Managing Director of the Corporation shall be obtained, where the period is more than 45 days but less than 60 days. If it exceeds 60 days the tenders shall be reinvited.

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where there is a discrepancy between the rates in figures and in words, the lower of the two will govern[6]; and

(b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

24.2 The amount stated in the Tender will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount the Tender will be rejected, and the earnest money deposit may be forfeited in accordance with Sub-Clause 13.6 (b).

25. Evaluation and comparison of Tenders

25.1 The Employer will evaluate and compare only the Tenders determined to be substantially responsive in accordance with Clause 23.

25.2 In evaluating the Tenders, the Employer will determine for each Tender the evaluated Tender Price by adjusting the Tender Price as follows:

(a) making any correction for errors pursuant to Clause 24; and

(b) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub Clause 18.5.

25.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Tender documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Tender evaluation.

25.4 The estimated effect of the price adjustment conditions under Clause 41 of the Conditions of Contract, during the implementation of the Contract, will not be taken into account in tender Evaluation

25.5 If the tender of the successful tenderer is seriously unbalanced in relation to the Employer's estimate of the cost of the work to be performed under the contract, the Employer may require the Tenderer to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 29 be increased at the expense of the successful Tenderer to a level sufficient to protect the Employer against financial loss in the event of default of the successful under the contract.

F. Award of Contract

26. Award criteria

26.1 Subject to Clause 27, the Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender documents and who has offered the lowest evaluated Tender Price, provided that such Tenderer has been determined to be (a) eligible in accordance with the provisions of Clause 2, and (b) qualified in accordance with the provisions of Clause 3.

27. Employer's right to accept any Tender and to reject any or all Tenders

27.1 Notwithstanding Clause 26, the Employer reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer's action.

28. Notification of award and signing of Agreement

28.1 The Tenderer whose Tender has been accepted will be notified of the award by the Employer prior to expiration of the Tender validity period by cable, telex, e-mail or facsimile confirmed by registered letter. This letter (hereinafter and in the *Conditions of Contract* called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the

[6] Clause 25(2) of Chapter VI of KTPP Rules 2000 states that " in case of discrepancy between the price quoted in words and figures, the lower of the two shall be considered".

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v) Tender;
vi) Contract Data;
vii) Conditions of contract (including Special Conditions of Contract);
viii) Specifications;
ix) Drawings;
Bill of Quantities; and
Any other document listed in the Contract Data as forming part of the contract.

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of .....

Signed, Sealed and Delivered by the said .....

in the presence of: .....

Binding Signature of Employer .....

Binding Signature of Contractor .....

SECTION 5: CONDITIONS OF CONTRACT

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Adjustment shall apply for the work done from the date of commencement up to the end of original period of completion or extensions granted by the Employer and shall not apply to work carried out beyond the stipulated period of completion for reasons attributable to the Contractor;

(b) Price Adjustment shall be admissible from the date of opening of tenders (original or extended)

(c) The price adjustment shall be determined during each quarter from the formulae given in Contract Data.

(d) Following expressions and meanings are assigned to the work done during the quarter:

R = Total value of work done during the quarter. It will exclude value for works executed under variations for which price adjustment (if any) will be worked out separately based on the terms mutually agreed.

40.2 To the extent that full compensation for any rise or fall in costs to the contractor is not covered by the provisions of this or other Clauses in the Contract, the unit rates included in the contract shall be deemed to include amounts to cover the contingency of such other rise or fall in costs.

41. **Liquidated damages**

41.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date (for the whole of the works or the milestone as stated in the Contract Data). The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

41.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment of bill.

42.

43. **Advance Payments:** Refer Section 6: Contract Data

43.1 **Securities:**

The Security deposit (including additional security for unbalanced tenders) shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and type of instrument acceptable to the Employer. The Security deposit shall be valid until a date 30 days from the date of expiry of Defects Liability Period and the additional security for unbalanced tenders shall be valid until a date 30 days from the date of issue of the certificate of completion.

44. **Cost of Repairs:**

44.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. Finishing the Contract

45. **Completion**

45.1 The Contractor shall request the Employer to issue a Certificate of Completion of the Works and the Employer will do so upon deciding that the Work is completed.

46. **Taking over**

46.1 The Employer shall take over the Site and the Works within seven days of issuing a certificate of Completion.

47. **Final account**

47.1 The Contractor shall supply to the Employer a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Employer shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 90 days of receiving the Contractor's account if it is correct and complete. If it is not, the Employer shall issue within 90 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Employer shall decide on the amount payable to the Contractor and make payment within 60 days of receiving the Contractor's revised account.

48. **As built drawings and /or Operating and Maintenance Manuals**

48.1 If "as built" (*Completion drawings*) Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Contract Data.

48.2 If the Contractor does not supply the Drawings by the dates stated in the Contract Data, or they do not receive the Employer's approval, the Employer shall withhold the amount stated in the Contract Data from payments due to the Contractor.

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27	...and erecting in position Hot Dip Galvanised Gate Using 72X72X4.8mm Sq.Gi Pipe frame with top pipe bending in heavy duty hydraulic press with sand packing and hot bending to from double arch as per drawing profile,20mm hot dip galavanised forged ornamental design in between shown in the drawing including providing hot dip galvanised forged ornamental designin between sq roads and heads at top, middle and bottom. intermediate supports of 75X12mm and 50X6mm arch bent to hot dip galvanised flats. the work is inclusive of throughing G I flat GI sq roads placing ,welding all the joints including grinding, finishing metal patty, painting two coats enamel painting. the rate is inclusive of all materials like GI Sq roads, GI forged designs etc , heavy duty hinges are made out of 75mm solid sq. block assembled with 20mm dia bearing in three places for each flop. Heavy duty locking arrangements at low places including cost of labour, painting, erecting charges using hoist pulley cranes with all lead and lift, loading, transporttion, unloading, scaffolding charges and all other incidental charges for successful completion of the work as per directions of the Engineer-in-charge of the work	Sqm	68.00	9144	

Note:

(1) Item for which no rate or price has been entered in will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities (refer: ITB Clause 11.2 and CC Clause 37.2)

(2) Unit rates and prices shall be quoted by the Tenderer in Indian Rupees.

(3) Where there is a discrepancy between the rate in figures and words, the lower of the two will govern.

(4) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by quantity, the unit rate quoted shall govern [ITT Clause 24.1 (b)] [ITT Cla

(5) GST will be paid separately to the Tendered Amount

SECTION 10: FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

To: ..... *[name of Employer]*
..... *[address of Employer]*

WHEREAS ..... *[name and address of Contractor]* (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. ..... dated : ..... to execute .....*[name of Contract and brief description of Works]* (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Rs. ..... *[amount of guarantee]* .....*[in words]*, and [38] Rupees..... we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums

[38] An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract

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within the limits of ..... *[amount of guarantee]*[39] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 30 days from the date of expiry of the Defects Liability Period.

Signature and seal of the guarantor _____
Name of Bank _____
Address _____
Date _____

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KW-4 tender document
Submitted for kind
Approval

Executive Engineer
B.B.M.P Division
Yelahanka

[39] An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract

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